

Form 240A - Reaffirmation Agreement (1/07)

☐ Presumption of Undue Hardship
☐ No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement
in Support of Reaffirmation Agreement.)

**UNITED STATES BANKRUPTCY COURT
District of UTAH SALT LAKE CITY**

In re GREGG DANIEL BAIRD,
Debtor

Case No. 09-21980
Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|--|--|
| <input checked="" type="checkbox"/> Part A: Disclosures, Instructions, and
Notice to Debtor (pages 1 - 5) | <input type="checkbox"/> Part D: Debtor's Statement in
Support of Reaffirmation Agreement |
| <input checked="" type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input type="checkbox"/> Part C: Certification by Debtor's Attorney | |

*[Note: Complete Part E only if debtor was not represented by an attorney during
the course of negotiating this agreement. Note also: If you complete Part E, you must
prepare and file Form 240B - Order on Reaffirmation Agreement.]*

Name of Creditor: Wells Fargo Bank, N.A., Wells Fargo Auto Finance

☐ *[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the
Federal Reserve Act*

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$2,650.57

*The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have
accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional
amounts which may come due after the date of this disclosure. Consult your credit agreement.*

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ANNUAL PERCENTAGE RATE

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[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. ~~If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.~~

~~(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____ %.~~

~~--- And/Or ---~~

~~(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:~~

~~\$ _____ @ _____ %;~~
~~\$ _____ @ _____ %;~~
~~\$ _____ @ _____ %.~~

b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (I) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 07.50%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 7.50%. If different simple interest rates apply to different balances included in the amount reaffirmed,

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the amount of each balance and the rate applicable to it are: \$

_____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
04 OLDSMOBI ALERO	\$9,987.00
VIN: 1G3NL52FX4C119805	

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

~~Your first payment in the amount of _____ is due on _____, but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.~~

~~Or~~

~~Your payment schedule will be: _____ (number) payments in the amount of _____ each, payable monthly on the _____ (day) of each _____ (week, month, unless altered later by mutual agreement in writing.)~~

~~Or~~

Your payment schedule will be: 13 payments in monthly installments of \$214.41 commencing on 06/06/2009 and continuing on the same day of each succeeding month.

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2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

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YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

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PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Contract Type: Installment Contract; Contract Date: 11/17/2004; Account No.: [REDACTED]

Original Credit Term: 61; Original APR: 07.50%; Original Monthly Payment: \$214.41
Original Amount Financed: \$10,667.36

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

This reaffirmation reduces: the balance from \$2,678.67 to \$2,650.57, the interest rate from 07.50% to 7.50%, and the monthly payment from \$214.41 to \$214.41 effective 03/17/2009.

SIGNATURE(S):

Borrower:

Gregg Baird

(Print Name)

Gregg Baird

(Signature)

Date: 6-1-09

Co-borrower, if also reaffirming these debts:

(Print Name)

(Signature)

Date: _____

Accepted by creditor:

Wells Fargo Bank, N.A. Wells Fargo Auto Finance

(Printed Name of Creditor)

13675 Technology Drive, Bldg. C, 2nd Floor
Eden Prairie, MN 55344-2252

(Address of Creditor)

[Signature]
(Signature)

JULIE J. JOHNSON, Bankruptcy
Specialist

(Printed Name and Title of Individual
Signing for Creditor)

Date of creditor acceptance:

6-9-09

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PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

☐ I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: _____

Robert F. Guay Robert F. Guay

Signature of Debtor's Attorney: _____

Robert F. Guay

Date: _____

6/3/09

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PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete sections 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 2000.00, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ 1785, leaving \$ 215 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: _____

(Use an additional page if needed for a full explanation.)

2. Provide the information requested below and then check one of the applicable paragraphs.

Schedule I Total Income = 2203 Schedule J Total Expenses = 2633

a. ☐ There IS NOT a difference between the total income and expenses stated in Schedules I and J and the income and expenses stated in Paragraph 1 above.

b. ☒ There IS a difference between the total income and expenses stated in Schedules I and J and the income and expenses stated in Paragraph 1 above. The difference between the income and expenses stated in Schedules I and J and the income and expenses stated in Paragraph 1 above is due to the following: I have separated from spouse and have different job

I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____

(Debtor)

(Joint Debtor, if any)

Date: 6-1-09

~~(If the creditor is a Credit Union and the debtor is represented by an attorney)~~

~~3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.~~

~~Signed: _____~~

~~(Debtor)~~

~~_____
(Joint Debtor, if any)~~

~~Date: _____~~

THIS IS A CONSUMER OFFER OF SALE DOCUMENT

USE OF COMPUTER PRINTING: SOURCE WITH BACKEN BELOW

SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT

BUYER'S NAME GENE BAIRD		DATE OF CONTRACT 11/17/2004		Stock No. 04173P
BUYER'S RESIDENCE OR PLACE OF BUSINESS 2017 DOUBLE TREE CIR. IDAHO FALLS ID 83402		ZIP CODE	AGREEMENT No.	
CO-BUYER'S NAME AND ADDRESS GREGG D. BAIRD 2017 DOUBLE TREE CIR. IDAHO FALLS ID 83402				

In this contract the words "we," "us" and "our" refer to the creditor (seller) named below or, upon any assignment, its assignee. The words "you" and "your" refer to the buyer and co-buyer if any named herein and to the heirs, executors, administrators and assigns of such buyer and co-buyer. We sell you the motor vehicle described below (the "vehicle") on credit. The credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this contract you choose to buy the vehicle on credit and agree to pay the Amount Financed, along with a Finance Charge at the Annual Percentage Rate shown below on the unpaid principal balance of the Amount Financed, according to the schedules, terms and agreements shown on the front and back of this contract. If this contract is signed by a buyer and co-buyer, each is individually and together responsible for all agreements in the contract.

SEE OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS:

NEW/USED USED	YEAR 2004	MAKE OLDSMOBILE	CYL. 4	DIESEL XX	GAS XX	OTHER DOO ALERO	MODEL DOO ALERO	ODOMETER READING 27313	VEHICLE IDENTIFICATION NUMBER 1G3NL52F4X4C117805
COLOR WHITE	TRIM GL	TIRES	TRANS A	KEY NO.	LIC. NO.	R.O.S. NO.			

DISCLOSURES PURSUANT TO THE TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 7.50 %	The dollar amount the credit will cost you. \$ 2197.24	The amount of credit provided to you or on your behalf. \$ 10667.36	The amount you will have paid after you have made all payments as scheduled. \$ 12864.60	The total cost of your purchase on credit, including your down payment of \$ 0.00 . \$ 12864.60

YOUR PAYMENT SCHEDULE WILL BE:		Amount of Payments:	When Payments Are Due:
Number of Payments:		N/A	
One Payment of		N/A	
One Payment of		N/A	
60 Payments of		214.41	Monthly, beginning 01/01/2005
One Final Payment of			

SECURITY: You are giving a security interest in the goods or property being purchased. (e) means an estimate

LATE CHARGES: If any payment is more than 10 days late you will be charged the greater of \$15 or 5% of the late amount.

PREPAYMENT: You may pay your contract in full at any time without penalty.

See the remainder of this document for any additional information about nonpayment, default and any required prepayment in full before the scheduled date.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulations may require a special buyers guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker. You have requested Seller to include in the balance due under this contract the following insurance. Insurance is to expire WITH ☐ BEFORE ☐ AFTER ☐ the due date of the final installment. Buyer requests Seller to procure insurance on the vehicle against fire, theft, and collision for the term of this contract. Any insurance will not be in force until accepted by the insurance carrier.

\$ N/A DED. COMP., FIRE & THEFT	Mos. \$ N/A
\$ N/A DEDUCTIBLE COLLISION	Mos. \$ N/A
BODILY INJURY \$ N/A LIMITS	Mos. \$ N/A
PROPERTY DAMAGE \$ N/A LIMITS	Mos. \$ N/A
MEDICAL	Mos. \$ N/A
	Mos. \$ N/A
TOTAL VEHICLE INSURANCE PREMIUMS \$	N/A (b)

Name of Insurer
The foregoing declarations are hereby acknowledged.

DATE	SELLER	BUYER
CREDIT INSURANCE AUTHORIZATION AND APPLICATION		
You voluntarily request the credit insurance checked below. If any, and understand that such insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under this contract. Any returned or refunded credit insurance premiums shall be applied to sums due under this contract. Only the persons whose names are signed below are insured.		
CREDIT LIFE	Mos. Premium \$	N/A
JOINT LIFE	Mos. Premium \$	N/A
CREDIT DISABILITY	Mos. Premium \$	N/A
JOINT CREDIT DISABILITY	Mos. Premium \$	N/A
TOTAL CREDIT INSURANCE PREMIUMS \$		N/A (b)

Name of Insurer
☐ You want Credit Life Insurance ☒ You do not want Credit Life Insurance
☐ You want Credit Disability Insurance
☐ You want Joint Credit Life Insurance
☐ You want Joint Credit Disability Insurance
☒ You do not want Credit Disability Insurance

If the boxes above are checked to indicate that you desire Credit Life or Credit Disability Insurance, or both, your signature below means that you agree that you elect the insurance shown above subject to the eligibility requirements, conditions and exclusions set forth in your insurance policy(ies) or certificate(s). If the boxes above are checked to indicate that you do not want Credit Life or Credit Disability Insurance, or both, your signature below acknowledges that fact.

11/17/2004 **Gene C. Baird** 54
DATE **Gene C. Baird** AGE 54
11/17/2004 **Gregg Baird** 23
DATE **Gregg Baird** AGE 23
CO-BUYER

OPTION: ☐ You pay no Finance Charge if the Amount Financed, Item 6, is paid in full on or before _____ Year _____ SELLER'S INITIALS _____

THERE IS NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or other cancellation period for this sale. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

Buyer and Co-Buyer acknowledge that (1) before signing this contract Buyer and Co-Buyer have read both sides of this contract and received a legible, completely filled-in copy of this contract; and (2) Buyer and Co-Buyer have received a copy of every other document that Buyer and Co-Buyer signed during the contract negotiation.

Buyer's Signature **Gene C. Baird**
Co-Buyer's Signature **Gregg Baird**
SELLER'S SIGNATURE **RICK'S MITSUBISHI**
SELLER'S ADDRESS **1407 YELLOWSTONE POCAHELLO ID 83201**
By **X** **Nov 19 2004**
ORIGINAL LIENHOLDER

ITEMIZATION OF AMOUNT FINANCED

A. Cash Price Motor Vehicle and Accessories	\$ 9987.00 (A)
1. Cash Price Vehicle	\$ 9987.00
2. Cash Price Accessories	\$ N/A
B. Sales Tax	\$ 603.36 (B)
C. Luxury Tax	\$ N/A (C)
D. Service Contract (optional)*	\$ N/A (D)
* See Service Contract Box below	
E. Document Preparation Charge (not a governmental fee)	\$ 69.00 (E)
F. Other	\$ N/A (F)
To whom paid	\$ N/A (G)
G. Other	\$ N/A (G)
To whom paid	\$ 10659.36 (1)
TOTAL CASH PRICE (1A to G)	\$ 10659.36
A. Trade-In (Description)	
Yr. Make	\$ N/A (A)
V.I.N.	
Odometer	\$ N/A (B)
B. Less Prior Credit or Lease Payoff	\$ N/A (B)
C. NET TRADE-IN (A minus B)	\$ N/A (C)
D. Cash Downpayment	\$ N/A (D)
E. Manufacturer's Rebate	\$ N/A (E)
TOTAL DOWNPAYMENT (2C + D + E)	\$ N/A (2)
(If negative, enter "0" and see line 5C below)	
NET CASH PRICE (1 minus 2)	\$ 10659.36 (3)
AMOUNTS PAID TO PUBLIC OFFICIALS	
A. Title Fee	\$ 8.00 (A)
B. Tire Fee	\$ N/A (B)
C. Other	\$ N/A (C)
D. Other	\$ N/A (D)
E. Other	\$ N/A (E)
F. Other	\$ N/A (F)
G. Other	\$ N/A (G)
H. Other	\$ N/A (H)
TOTAL OFFICIAL FEES (4A to H)	\$ 8.00 (4)
OTHER AMOUNTS FINANCED**	
A. Total premiums paid to insurance companies per Statement of Insurance (a + b)	\$ N/A (A)
B. Other	\$ N/A (B)
To whom paid	\$ N/A (C)
C. Prior Credit or Lease Balance	\$ N/A (D)
To whom paid	\$ N/A (D)
TOTAL OTHER AMOUNTS FINANCED (5A to D)	\$ N/A (5)
AMOUNT FINANCED (3 + 4 + 5)	\$ 10667.36 (6)
FEES NOT FINANCED	\$ N/A (7)
To whom paid	
* We may retain, or receive as a rebate, a portion of this amount.	

VEHICLE USE: The primary use of the vehicle will be

☒ Personal, Family or Household ☐ Commercial ☐ Agricultural

*SERVICE CONTRACT (Optional) You request a service contract written with the following company for the term below. The cost is shown in Item (10) above.

Company _____ Term _____ Months
Buyer **X** Co-Buyer **X**

Guaranty. For value received, and in further consideration of the credit sale to Buyer (and Co-Buyer, if any) of the vehicle, upon your request each Guarantor hereby: unconditionally guarantees full performance of this contract in all its terms and the prompt and full payment of all sums due under the contract together with expenses, costs and fees; agrees to pay attorneys' fees and costs of enforcing the contract; agrees that in the event of the non-compliance with any of the provisions of the contract, whether or not repossession has been made or undertaken, suit may be brought against any one or more of the Guarantors, without waiving any right later to repossess; waives any and all demand or notice of non-payment, demand, presentment or protest; and, agrees that extension or change of terms shall not in any way release Guarantor(s).

Guarantor's Signature _____ Date _____ Address _____
Guarantor's Signature _____ Date _____ Address _____

ADDITIONAL TERMS AND AGREEMENTS

A. PROMISE TO PAY: You promise to pay the downpayment and Amount Financed, plus the Finance Charges on the Amount Financed as shown in the Payment Schedule, even if the vehicle is damaged, destroyed or missing.

B. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule shown may differ from the amount you will ultimately have to pay if your payments are not received on their exact due dates or the Seller adds amounts to the amount you owe for any of the reasons stated below. For example, early payments would reduce your final payment, while late payments and additions to the amount you owe would increase it. Your final payment may be different from the amount shown (or at our option, we may require you to make additional payments until all amounts you owe are paid in full) if the Seller figured the Payment Schedule assuming equal monthly payment periods and other factors permitted under the Truth in Lending Act. Your promise to pay requires you to pay the final payment on the date due even if it is different from the amount shown for any of these reasons.

C. SECURITY INTEREST: You hereby grant us a security interest under the Uniform Commercial Code in the vehicle and all parts and accessories put on the vehicle and in all insurance premiums financed for you or rebates from insurance premiums, service contracts, and in the proceeds of any insurance policies covering the vehicle or credit or disability insurance policies financing hereunder, which security interest secures all sums which may become due under this contract, as well as any modifications, extensions, renewals, amendments, or re-financing of it.

D. USE OF VEHICLE: You agree to keep the vehicle free of all taxes and liens, except in favor of Seller, and not to use the vehicle--or permit the vehicle to be used--illegally, improperly, or for hire, or to expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You agree not to make any material change in the vehicle or allow any material change in it to be made, or to remove the vehicle, or allow it to be removed, within the period in excess of 30 days or transfer any interest in the vehicle. You agree to keep the vehicle in good working condition and to pay for all repairs. You agree not to remove the vehicle, nor to permit its removal, from this country. Although Seller is not obligated to do so, Seller may, at its sole discretion, require you to reimburse Seller for the cost of repairs. You agree not to remove the vehicle, nor to permit its removal, from this country, without first reimbursing Seller, at our option: (i) upon our demand upon you to do so or (ii) we may add the dollar amount of any such liens, fees, taxes or other charges we pay to the balance of this contract, accruing Finance Charge, from the time we pay such amounts until the time you pay them to us, at the Annual Percentage Rate shown on the face of this contract, with such dollar amount and Finance Charge due at maturity of this contract or, at our option, in monthly installments due on the remaining payment dates shown on the face of this contract.

E. INSURANCE: You agree to keep the vehicle insured in our favor with a policy satisfactory to us and with an insurer authorized to do business in the jurisdiction in which the vehicle is registered, with comprehensive fire, theft and collision coverage, insuring the vehicle in an amount sufficient to cover the value of the vehicle. You agree to deliver the policy to us under your insurance policy, (iii) cancel any insurance financed under this contract on your default, and (iv) receive any payment of loss or returned premium, and apply the amounts received, at our option, to repair or replace the vehicle or to your indebtedness under this contract, including indebtedness now yet due. If you fail to do so, we shall advance the premiums at the Annual Percentage Rate shown on the reverse side of this notice to the extent of the amounts advanced by us. We shall have no obligation to advance such premiums if you are not obligated to purchase such insurance under the terms set forth according to the notice we send you. You agree that any insurance we purchase may be for the protection of only our interest in the vehicle, and may be for the remaining term of the term of the insurance policy. The type and amount of insurance required by law may vary from time to time and from place to place. In some jurisdictions, there may be other types of insurance you are required by law to maintain. You understand that the insurance premiums may be higher if we must purchase insurance than if you had purchased the insurance yourself. If insurance has been purchased in connection with this contract, any difference between the amounts shown in the Statement of Financial Obligations and the actual amounts paid for insurance will be credited to you upon demand. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

[illegible]

H. WARRANTIES OF BUYER: You promise that you have given true and correct information in your application for credit; you have no knowledge that will render that information untrue in the future, and you understand that we have relied upon the correctness of that information in entering into this contract; that upon request you will provide us with documents and other information necessary to verify any item of information contained in your credit application; that you will pay the excess to us upon demand; and that any trade-in vehicle described on the reverse of this contract is free from all claims of others, except as previously disclosed to us.

1. POWER OF ATTORNEY: You hereby appoints, as well as any of our appropriate officers or other employees, as your attorney-in-fact, with full power of substitution, to sign in your name, place and stead any and all Certificates of Ownership, Registration Cards, applications, affidavits and/or any other documents required or necessary to transfer title and all right, title and interest in and to the vehicle, to any person or persons, and to do and perform any and all acts and deeds and to execute and carry out the execution of the powers you hereby grant. This grant of a power of attorney, being coupled with an interest, is irrevocable until all your obligations under this contract are fully satisfied or until judgment is entered.

J. OTHER AGREEMENTS OF BUYER: (1) In the event the estimated Department of Motor Vehicle fees are greater than the amount shown, you will pay the excess to us upon demand. If they are less, we will refund the excess to you. (2) You agree that if we accept moneys in sums less than those due or make extensions of due dates of payments under this contract, doing so will not be a waiver of any later right to enforce the contract terms as written. (3) If the vehicle is damaged or destroyed, we will be responsible for the term by which we repossessed we may store personal property found in the vehicle for your account and at your expense, as permitted by law, and if you do not claim the property within 10 days after repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you. (4) We will notify you by mail of any change of your address immediately. (5) You acknowledge that we may assign this contract and you agree that the assignee will have all our rights and remedies under this contract and you agree to pay all that is still owed under this contract at the times due, and in the amounts due, to the assignee. (6) Upon payment of this contract in full, we may, at our option, assign the contract to a third party. (7) The provisions shall continue to be binding. (8) No transfer, revealal, extension, or assignment of any interest in this contract will release you from your obligations under this contract. (9) This contract is to be governed by the law of the jurisdiction in which the seller of the vehicle is located, as set forth on the reverse side of this contract. (10) The terms of this contract shall be binding. (11) This contract is to be governed by the law of the jurisdiction in which the seller of the vehicle is located, as set forth on the reverse side of this contract. (12) This contract and no modification of this contract shall be valid unless it is made in writing and signed by you and us. (13) We may obtain a consumer credit report from one or more consumer credit reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this contract and any such credit report may contain one or more categories of information that are considered to be confidential or proprietary information. You agree that we, our assignee, any of our affiliates and others may exchange credit, account and financial information (including information in any credit reports) about you. You agree that this includes, but is not limited to, the sharing of information for the purposes of providing customer service considering your eligibility for any product or service offered by us, our affiliates, and our assignee.

5. **SELLER'S WARRANTIES:** We warrant that the odometer is accurate and represents the actual mileage on the vehicle. We do not warrant the correctness of the year of manufacture or model of the vehicle. You agree that you have verified the description of the vehicle to your satisfaction and there is no warranty as to the correctness of the description of the vehicle. **UNLESS THE SELLER OF THE VEHICLE MAKES A WRITTEN WARRANTY COVERING THE VEHICLE OR, WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, EXTENDS A SERVICE CONTRACT COVERING THE VEHICLE, THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF THE VEHICLE. PARTS OR ACCESSORIES DESCRIBED HEREIN:**

12. **NOTICES:** Any notice sent to you will be sufficient if mailed to your last known address, which is presumed to be your address as set forth in this contract unless you have given us written notice of a change of your address.

11. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

C. NOTICE PURSUANT TO IDAHO CODE §49-2805 REGARDING MOTOR VEHICLE SERVICE CONTRACTS. THE PURCHASE OF A MOTOR VEHICLE SERVICE CONTRACT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE.

ASSIGNMENT WITH RECOURSE

[illegible]

Dated _____ at _____ (Dealer's City and State)
Signed _____ (Name of Dealer) (Seal) By _____ (Officer, Firm Member or Owner)

ASSIGNMENT WITHOUT RECOURSE

[illegible]

Any of the following that are checked also apply:

☐ **Full Guaranty.** Seller unconditionally guarantees the full and punctual payment of the full amount remaining unpaid under the Contract and agrees to repurchase the Contract from the Assignee or holder upon demand if default be made in the payment of any of the Guaranteed Installments.

☐ **Full Repurchase.** Seller guarantees payment of the full amount remaining unpaid under the Contract and covenants that if default be made in the payment of any installment due under the Contract, to pay the full amount then unpaid to the Assignee or holder, upon redelivery of the vehicle to Seller.

☐ **Limited Guaranty.** Seller guarantees, in the event of a default under the Contract, the payment of the last of the total amount due under the Contract, and should the net proceeds of the sale of the vehicle be insufficient to pay the amount so guaranteed, Seller will, upon demand, pay to the Assignee or other holder the balance of the amount of its loss under the Contract.

☐ **Guaranteed Installments.** Seller guarantees the due and punctual payment of the first installments due under the Contract ("the Guaranteed Installments") and agrees to repurchase the Contract from the Assignee or other holder upon demand if default be made in the payment of any of the Guaranteed Installments for the full amount then unpaid, but should the Guaranteed Installments be paid punctually and in accordance with the terms of the Contract, the Seller's guaranty shall, upon cease and as to any installments due thereafter the Seller's guaranty shall terminate.

Dated 6/17/04 at 1507 Yellowstone Park (Officer's City and State) TD 8324
Signed Picka Untch (Name of Dealer) (Seal) By [Signature] (Officer, Firm Member or Buyer)

Edit Loan

File View Find Reports Setup Process Close

Reported in VINELINK
Date: 05/04/2009 09:04 AM EDT
Reported by: 2195 - Wells Fargo Auto Finance Inc

Quick Find: Title Account ID

Find

Print As PDF

Save Loan

Refresh Loan

Delete Loan

Basic Lien Information

Account ID	VIN	Customer	Color legend:
	1G3NL52FX4C119805	GENE BAIRD	
Lien Start	Orig. Loan \$	Dealer ID	Required data
11/17/2004	10667.36	04113	
Lien Holder: Wells Fargo Auto Finance Inc			Requested Data
			Data in Error

Last Transactions

Sent NONE

Status NONE

Received 12/01/2004 22:33 Add Title - Perfection of Lien

Status Code Filed

Borrower/Lessee

• Single Combined Business

Name	GENE BAIRD		
CoSigner	GREGG D BAIRD		
Address	2017 DOUBLE TREE CIR		
Address	1		
Address	2		
City	IDAHO FALLS	State	ID
			ZIP 83402

Collateral Information

Make	Model
OLDSMOBILE	ALERO
Year	Mileage
2004	27313
Type	<Select>

Title Information

Received 12/1/2004

Status MATCHED 12/1/2004

Remove Match

Tag No

No ID 045020577

Title In-File Pre-Conversion

1 (68) ID: Actual odometer
2 (00) ID: Clear

Loan Information

Loan Start	Loan End
11/17/2004	12/1/2009
Loan	Orig. Loan \$
0	10667.36
Balance \$	Mileage
0	0
Loan Type	
Retail	
<input checked="" type="checkbox"/> ELT Lien	

Customer Notes (View Notes Report)

Date/Time

IMPORT

User

Record Updated: Add Successful

Notes

Save Loan

Refresh Loan

Delete Loan

Add Note

https://www6.vinelinktime.vinelink.com/VINlink/reports.action

5/4/2009